1945. File No. T.D.Dwr./45

Examined. Legal. DEPARTMENT

E. BRANCH

Subject:— Trust deeds from Dharwar District.

File No. T.D.Dwr./45-

Std Sect. Slip 24-B

393-E.

DST 4/6

SOLICITOR TO GOVERNMENT
LEGAL DEPARTMENT
791
4/6

No. S-42(d)-635-D.
Poona, 1st June ~~May~~, 1945.

From

The Director of Public Instruction,
Province of Bombay, Poona.

To

The Solicitor to Government,
Legal Department, Secretariat,
B_o_m_b_a_y.

Subject:- Building grant for the District Locall Board Urdu Boys' school at Hangal, District Dharwar.

Sir,

I have the honour to invite a reference to your no. 5977 of 7th September, 1943, on the subject mentioned above, and to say that a building grant of Rs. 1006/- has been paid to the District Local Board, Dharwar, for the school in question during the year 1944-45. Now a Trust Deed is to be executed for the building grant paid in accordance with Rule 11 of the Building Grant Rules - Schedule D to the Bombay Primary Education Rules, 1924. The District Local Board authorities, however, enquire whether the Trust Deed is to be executed in form I-A or II-A prescribed in the Schedule referred to above, in view of the following facts.-

(1) The site of the school building in question has not been transferred to the District Local Board.

(2) -

(2) Only a portion of the building is in the possession of the Board.

It seems that as the site on which the building is constructed has not been granted by Government to the District Local Board, the Trust Deed will have to be executed in form I-A. But as the land on which the building stands is also not in the possession of the District Local Board the Trust Deed in question will have suitably to be drawn up in form II-A. I request that you will be so good as to advise me in the matter.

Your obedient servant,

C. Malpas

for Director of Public Instruction.

RJ.30/5.

THIS INDENTURE made the day of one thousand nine hundred and between the District Local Board of established under the Bombay Local Boards Act, 1923 (hereinafter referred to as "the Local Board") of the one part and the Governor of Bombay (hereinafter referred to as "the Government") of the other part WHEREAS the Local Board is possessed of or otherwise well and sufficiently entitled to a portion of the building known as "Mamlatdar's Kacheri" standing on land situate in the village of Hangal and which said land and building are more particularly described in the Schedule hereunder written and which said portion is delineated on the plan thereof hereto annexed and thereon verged ..... and which said portion is at present used as a school building for District Local Board Urdu Boys' School, Hangal, and is hereinafter referred to as "the said premises". AND WHEREAS the Local Board applied to the Government for a building grant in aid of Rupees 1006/- for the said District Local Board Urdu Boys' School and has satisfied the Director of Public Instruction, Province of Bombay that the building is intended for and will be devoted to educational purposes and in part to secular education that the title of the Local Board to the said premises described in the Schedule hereto is good and in order. AND WHEREAS by the rules now in force in the Province of Bombay for regulating the application of grants made by the Government in aid of schools it is provided (inter alia) that no portion of a Building Grant shall be paid to the managers of a school unless and until they execute or agree to execute a trust deed as in the said rules provided AND WHEREAS the Government has

sanctioned a Building Grant of Rupees
which sum has been duly paid and payment of which the Local Board hereby acknowledges in consideration of the Local Board executing to the Government such conveyance or assurance as is hereinafter contained which the Local Board has agreed to do AND WHEREAS the Commissioner, Division, has sanctioned the transfer hereby made and such sanction is recorded in his Memorandum No. dated the day of 194 . NOW THIS INDENTURE WITNESSETH that in consideration of the premises and of the sum of Rupees paid as aforesaid by the Government to the Local Board the Local Board doth hereby grant convey and assign unto the Government ALL THAT the said premises consisting of rooms and all rights easements and appurtenances whatsoever usually held or occupied therewith or reputed to belong or be appurtenant thereto and also all fittings and fixtures being in and belonging to or used or to be used for the said School ~~and all the estate being in and belonging to or used or to be used for the said School~~ and all the estate right title interest claim and demand of the Local Board in and upon the said premises TO HOLD the said premises expressed to be hereby assured unto and to the use of the Government according to the nature and tenure thereof respectively AND the Local Board doth hereby for itself and its successors covenant that it has power to grant all the said premises to the Government in manner aforesaid free from incum nces and that the Local Board and every person claiming through or in trust for the Local Board will at all times at the cost of the Local Board execute and do all such assurances and things for the further or better assuring the said premises to the Government as aforesaid as shall be reasonably required AND it is hereby declared and agreed that the Government shall hold the said premises upon the trusts and to and for the intents and purposes following that is to say UPON TRUST to permit the Local Board to enter upon the said premises for the purposes and or the conditions following namely that the Local Board and its successors shall -

(1) maintain and keep at all times in good and substantial repair and condition the said premises to the end that the same may be always efficient for use for the purposes of a school;

(2) pay all the proportionate rates charges assessments and expenses leviable or chargeable in respect of the said premises;

(3) use all the said premises as and for the purposes of a public school to be devoted wholly to education and in part to secular education;

(4) manage and conduct the said school in all respects in accordance with the rules and regulation for the time being in force of the Educational Department of the Government of Bombay;

(5) keep the said school at all times open to the inspection of the inspecting officers of the Educational Department of the Government of Bombay; and

(6) keep at all times the said premises in respect of which a building grant has been given (except the building or buildings in respect of which the Executive Engineer of has issued a certificate that in his opinion the risk of fire is not sufficiently great as to render insurance desirable and so long as such certificate has not been cancelled by the Executive Engineer in writing) insured in the joint names of the Local Board and the Government against loss or damage by fire in a sum equal to the cost of ~~such building or buildings~~ the said premises including flooring but exclusive of foundation and plinth at the least in some respectable insurance office to be approved by the Government or its Agent for the time being and regularly pay the premiums which shall become payable in respect of such insurance and whenever thereunto required so to do, produce to him the policy or policies of such insurance and the receipt for the premiums paid thereon in respect of the current year and shall, unless the Local Board has forfeited its right or claim to such policy or policies of insurance as hereinafter provided, apply all moneys which may be received by virtue of any such policy or policies in rebuilding or reinstating the premises destroyed or damaged:

PROVIDED ALWAYS and it is hereby declared and agreed that

in the event of default being made by the Local Board in the performance of any of the conditions hereinbefore mentioned the Building Grant or so much of the same as shall not then have been made shall lapse and the aggregate amount of the said Building Grant and all future Building Grants from time to time advanced by the Government for the School shall be repayable to the Government AND for the purposes of recovering any moneys so due to the Government it shall be lawful for the Government to enter upon and take possession of the said premises and all fixtures and fittings thereon and to sell and absolutely dispose of the same free from incumbrances and discharged from the trusts hereof in such manner as the Government in its absolute discretion shall see fit and apply the proceeds of such sale after payment thereout of all costs and expenses attending the same in or towards the recouping or reimbursing to the Government the money which may as aforesaid have become repayable or due to the Government and pay the surplus if any to the Local Board or to such body or person whom the Government may consider lawfully entitled thereto and in any such event the Local Board shall forfeit to the Government all its right or claim to, over or in respect of such policy or policies of insurance relating to the said buildings and the amount of premiums paid by it in respect of such insurance and the same shall then become absolutely the property of the Government.

IN WITNESS WHEREOF President of the Local Board and and two other Members of the Local Board have hereunto set their hands and the common seal of the Local Board hath been hereunto affixed and Esquire, Director of Public Instruction for the Province of Bombay, hath set his hand and the seal of his office hereto on behalf of the Governor of Bombay, the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

Description and boundaries of property.

The piece or parcel of land measures in superficial area square be the same a little more or less situated in the town/village of and bearing number in the taluka of in the district of and in the Registration sub-district of in the said district and measures from North to South feet on the easter side and the northern side and feet on the southern side, be the same a little more or less and is bounded as follows:-

on the North by

on the South by

on the East by

and on the West by

and is for greater clearness delineated on the plan hereto annexed and signed by the executing parties aforesaid.

Signed by President)
)
and)
) President.
and)
)
two members of the)
Local Board of &) Members.
and sealed with the common seal of the)
Local Board of)
in the presence of)

Common Seal.

1._____

2._____

Signed, sealed and delivered by)
)
, Esquire,)
Director of Public Instruction for the)
Province of Bombay, in the presence of-) Official Seal.

1._____

2._____

Annexture:- Plan.

(1) maintain and keep at all times in good and substantial repair and condition the said premises to the end that the same may be always efficient for use for the purposes of a school;

(2) pay all the proportionate rates charges assessments and expenses leviable or chargeable in respect of the said premises;

(3) use all the said premises as and for the purposes of a public school to be devoted wholly to education and in part to secular education;

(4) manage and conduct the said school in all respects in accordance with the rules and regulation for the time being in force of the Educational Department of the Government of Bombay;

(5) keep the said school at all times open to the inspection of the inspecting officers of the Educational Department of the Government of Bombay; and

(6) keep at all times the said premises in respect of which a building grant has been given (except the building or buildings in respect of which the Executive Engineer of has issued a certificate that in his opinion the risk of fire is not sufficiently great as to render insurance desirable and so long as such certificate has not been cancelled by the Executive Engineer in writing) insured in the joint names of the Local Board and the Government against loss or damage by fire in a sum equal to the cost of such building or buildings including flooring but exclusive of foundation and plinth at the least in some respectable insurance office to be approved by the Government or its Agent for the time being and regularly pay the premiums which shall become payable in respect of such insurance and whenever thereunto required so to do, produce to him the policy or policies of such insurance and the receipt for the premiums paid thereon in respect of the current year and shall, unless the Local Board has forfeited its right or claim to such policy or policies of insurance as hereinafter provided, apply all moneys which may be received by virtue of any such policy or policies in rebuilding or reinstating the premises destroyed or damaged:

PROVIDED ALWAYS and it is hereby declared and agreed that

in the event of default being made by the Local Board in the performance of any of the conditions hereinbefore mentioned the Building Grant or so much of the same as shall not then have been made shall lapse and the aggregate amount of the said Building Grant and all future Building Grants from time to time advanced by the Government for the School shall be repayable to the Government AND for the purposes of recovering any moneys so due to the Government it shall be lawful for the Government to enter upon and take possession of the said premises and all fixtures and fittings thereon and to sell and absolutely dispose of the same free from incumbrances and discharged from the trusts hereof in such manner as the Government in its absolute discretion shall see fit and apply the proceeds of such sale after payment thereout of all costs and expenses attending the same in or towards the recouping or reimbursing to theGovernment the money which may as aforesaid have become repayable or due to the Government and pay the surplus if any to the Local Board or to such body or person whom the Government may consider lawfully entitled thereto and in any such event the Local Board shall forfeit to the Government all its right or claim to, over or in respect of such policy or policies of insurance relating to the said buildings and the amount of premiums paid by it in respect of such insurance and the same shall then become absolutely the property of the Government.

IN WITNESS WHEREOF President of the Local Board and and two other Members of the Local oard have hereunto set their hands and the common seal of the Local Board hath been hereunto affixed and Esquire, Director of Public Instruction for the Province of Bombay, hath set his hand and the seal of his office hereto on behalf of the Governor of Bombay, the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

Description and boundaries of property.

The piece or parcel of land measures in superficial area square be the same a little more or less situated in the town/village of and bearing number in the taluka of in the district of and in the Registration sub-district of in the said district and measures from North to South feet on the easter side and the northern side and feet on the southern side, be the same a little more or less and is bounded as follows:-

on the North by

on the South by

on the East by

and on the West by

and is for greater clearness delineated on the plan hereto annexed and signed by the executing parties aforesaid.

signed by President)
)
and)
) President.
and)
)
two members of the)
Local Board of) Members.
and sealed with the common seal of the)
Local Board of)
in the presence of)

Common Seal.

1._____

2._____

Signed, sealed and delivered by)
)
, Esquire,)
Director of Public Instruction for the) Official Seal.
Province of Bombay, in the presence of-)

1._____

2._____

Annexture:- Plan.

No. 4631

Legal Department,
Bombay Castle, 20th June 1945.

To

The Director of Public Instruction,
Poone.

Subject:- Building grant for the District Local Board Urdu Boys' School at Hangal, District Dharwar.

With reference to your letter No.S.42(d)-635-D dated 1st June 1945 on the subject noted above, I have the honour to forward herewith a draft of the trust deed to be executed by the District Local Board, Dharwar.

20/6

for Solicitor to Government.

Issued 20/6

No. S-42(d)-767-D.

Poona, 12 ~~October~~ November, 1945.

From

The Director of Public Instruction,
Poona.

To

The Remembrancer of Legal Affairs, Bombay.

Subject:- Receipt for building grant paid for the Kannad Boys' School at Naiknur, District Dharwar.
Safe custody of --

Sir,

I have the honour to forward herewith for record a copy of the Receipt dated the 29th August, 1945, for the building grant of Rs.1,235/- paid for the District Local Board Kannad Boys' School at Naiknur, District Dharwar.

Your obedient servant,

V S Boundrey

for Director of Public Instruction.

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6/11

R E C E I P T.

We, Basavanneppa Ramappa Tambakad, Esquire, President, and Dattatraya Ramachandra Kulkarni Esquire, and - - - Shivangouda Ramangouda Patil, Esquire, two Members of the District Local Board, Dharwar, hereby acknowledge that on the 22nd day of November 1944, the sum of Rupees one - - thousand, two hundred and thirtyfive (Rs.1,235/-) only was paid to District Local Board, Dharwar, by the Government of Bombay as a further building grant on account of - - reconstruction of a building for the Kannada Boys' school at Naiknur in the Navalgund Taluka of the Dharwar district and we hereby certify that the said amount of Rupees one thousand, two hundred and thirtyfive (Rs.1,235/-) only has been received by us as a grant-in-aid given subject to all the conditions mentioned in the indenture between the said District Local Board and the Government dated the 31st July 1934.

1. D R Kulkarni

2. S R Patil

Members,

B R Ramkawar

President,
District Local Board,
Dharwar.

Witnesses to signature

1. _____
C.O. D.L.B. Dharwar.

2. _____
Accountant. D.L.B. Dharwar

Dated 29th August 1945.

B P T